



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012

(213) 974-1101

<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

July 15, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**RESOLUTION AND NOTICE OF INTENTION TO ACQUIRE REAL PROPERTY
UNINCORPORATED LOS ANGELES COUNTY – SECRET VALLEY AREA
(THIRD) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find this action to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Adopt the enclosed Resolution and Notice of Intention to acquire title to 41.87 acres of unimproved real property located in the unincorporated Secret Valley area of the Santa Monica Mountains for a purchase price of \$244,759.
3. Instruct the Executive Officer of the Board of Supervisors to carry out the necessary legal advertising pursuant to Government Code Section 25350.

IT IS FURTHER RECOMMENDED THAT, AT THE TIME OF CONSUMMATION, THAT YOUR BOARD:

1. Order the purchase consummated in accordance with Section 25350 of the Government Code.
2. Authorize the Chief Administrative Office to execute any required documentation necessary to complete the transfer of title to the County and to accept the deed conveying title to the County.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

3. Approve and instruct the Chair of the Board to sign the attached Agreement with the Mountains Restoration Trust (MRT) to manage the acquired property.
4. Instruct the Assessor's office to remove the subject real property from the tax roll effective upon the transfer.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to complete a transfer of title to 41.87 acres of unimproved real property (Assessor's Parcel 4455-005-022) in the unincorporated Secret Valley area of the Santa Monica Mountains from MRT to the County. Acquisition of the subject property is a continuation of an ongoing multi-year plan to acquire developable land in the Calabasas – Cold Creek Trail area known as Secret Valley. This trail and the surrounding area provide an essential link to 23 other mountain-wide trails in the Santa Monica Mountains. Upon the transfer of title, the County and MRT will enter into an agreement, appointing MRT to manage and maintain the acquired property for a term of 55 years at no cost to the County for the purpose of preserving and protecting this property as open space and natural habitat.

On August 8, 2000, your Board approved a resolution authorizing the Department of Parks and Recreation to submit a \$250,000 grant application to the State Land and Water Conservation Fund Program (LWCF) to provide partial funding to acquire this property. In accordance with the LWCF grant application to the State, MRT agreed to partner with the County to pre-acquire the property by directly negotiating and purchasing from the private owners with the intent to subsequently transfer title to the County after grant funding is received.

The State LWCF grant requires that title may only be held by governmental entities. In December 2000, MRT purchased the subject property with a promissory note for \$550,000 secured by deed of trust based on combined grant funding commitments of \$250,000 from the LWCF grant, \$80,000 from a National Recreational Trails Grant, and \$220,000 from a Santa Monica Mountains Conservancy grant.

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In March 2002, the Department of Parks and Recreation received the LWCF grant, less State administrative expenses, in the amount of \$244,759. The Department of Parks and Recreation deposited these grant funds into an escrow at Chicago Title Company and authorized the release of these funds which enabled MRT to payoff the promissory note at that time from all of these grant sources plus \$5,241 in MRT's funds to make up for the deduction of State administrative expenses from the LWCF grant.

The recommended actions and consummation of the acquisition at public hearing will fully complete this transaction. Upon the transfer of title to the County, MRT will provide to the County, through Chicago Title Company, a title insurance policy in the amount of \$550,000. MRT will also enter into an agreement with the County to manage and maintain the property at its expense similar to other property management agreements with MRT approved by your Board involving County-owned open space land in this area.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendations further the Board-approved County Strategic Plan Goal 1.1.1 (Service Excellence), and Goal 6 (Community Service) by enabling the preservation of open space and sensitive riparian and wildlife habitat and by expanding passive recreational opportunities in Los Angeles County. Your Board's approval of these recommendations will also further Goal 4 (Fiscal Responsibility) through public/private partnership involving the State, its LWCF grant program, MRT, and the County to acquire property and provide for long-term property management at minimal or no County cost.

FISCAL IMPACT/FINANCING

The source of the monetary consideration paid by the County to MRT for reimbursement of their acquisition costs is solely from State LWCF grant funds. Approval of the attached Management Agreement with MRT will enable the County to avoid all ongoing property management and maintenance costs.

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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The subject property, as shown on the attached area map, contains 41.87 acres and is surrounded by undeveloped land and is located approximately one-half mile north of Calabasas Peak between Mulholland Highway and Old Topanga Canyon Road. It is adjacent to 80 acres of County-owned open space land your Board acquired in 1997. The property is zoned A1-1 (agricultural) which allows development of one dwelling unit per acre.

The fair market value of the property has been appraised at \$2.1 million. The difference between the fair market value and MRT's purchase price of \$550,000 constitutes a donated value which will satisfy State grant requirements that there be a minimum 50 percent match from non-State sources in acquiring real property. As a part of MRT's conveyance of the property to the County, MRT will reserve a conservation easement to ensure that the property is preserved in its natural condition.

MRT is a California nonprofit public benefit corporation established in 1981 to protect and enhance the natural resources of the Santa Monica Mountains. They have developed long-term working relationships with Federal, State and local governmental agencies, including the County, who all share a common goal of preserving and protecting open space and natural resources.

The County does not have the personnel or funding necessary to manage this property. Instead, MRT, which possesses the requisite expertise and experience, has offered to manage the property as provided in the attached Management Agreement effective upon transfer of title to the County.

The Department of Parks and Recreation has reviewed and concurs with the recommended actions. The Chief Administrative Office, pursuant to Government Code Section 65402, has provided notification to the Regional Planning Department of the County's intent to purchase the real property. The Department of Public Works has reviewed and approved the preliminary title report issued by Chicago Title Company who will insure title, and it has reviewed a Phase I environmental site assessment of the property and concurs with the consultant's conclusions that no further investigation of subsurface conditions are warranted. County Counsel has approved all documents in this transaction as to form.

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ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from CEQA pursuant to Sections 15316 and 15325 of the Guidelines for Implementation of the California Environmental Quality Act, Title 14 of the California Code of Regulations and Classes 16 and 25 of the Environmental Document Reporting Procedures and Guidelines.

IMPACT ON CURRENT SERVICES OR PROJECTS

The recommended actions will serve to increase passive recreational opportunities for the public and will have no impact on any other current County services or projects.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return duplicate conformed copies of the adopted Board letter, two certified copies of the Minute Order and four original signature copies of the attached Agreement to the Chief Administrative Office for further processing.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

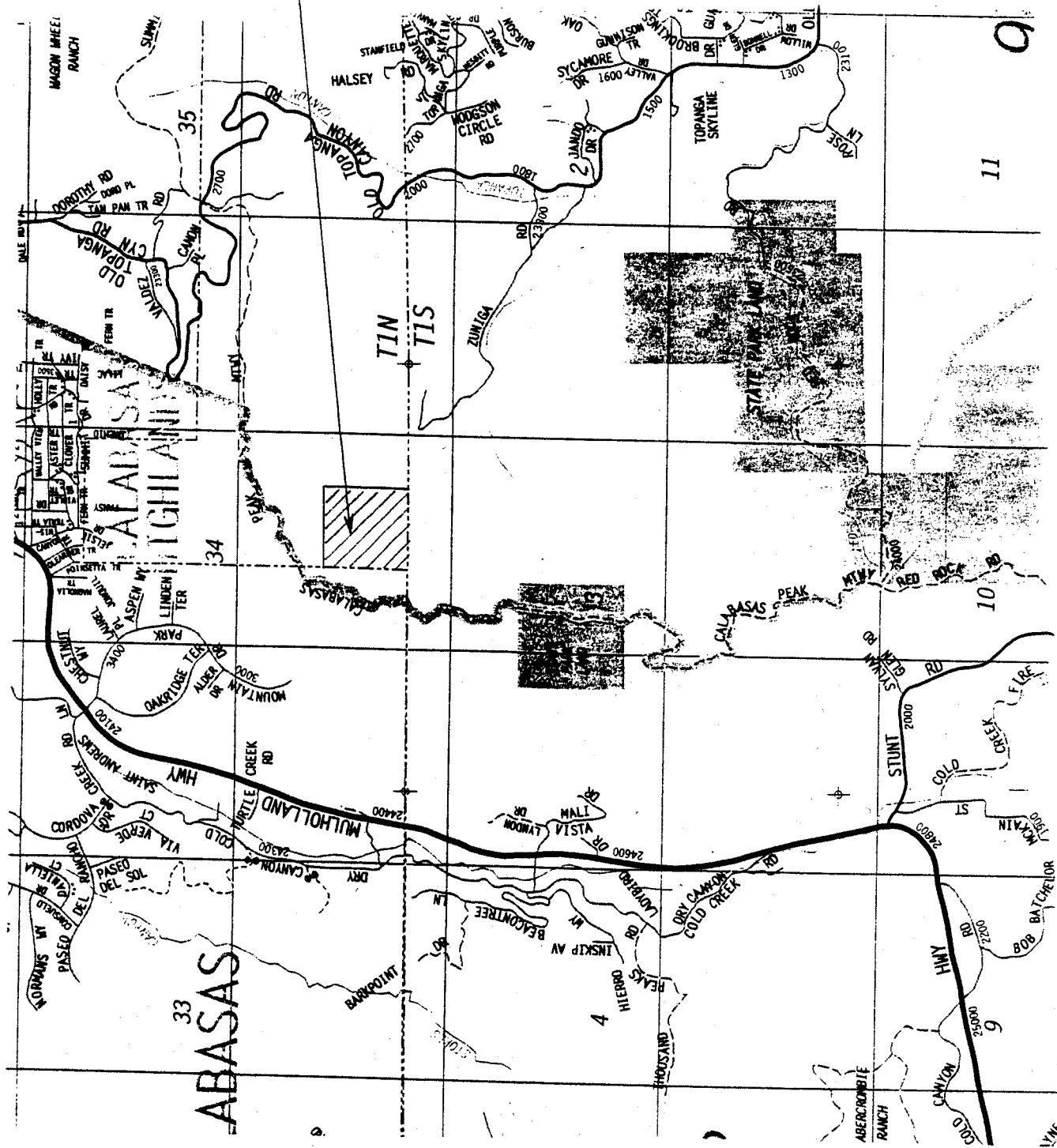
DEJ:CWW
DS:pe
Attachments (3)
c: County Counsel
Assessor
Auditor-Controller
Department of Parks and Recreation

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MRTsecretvllly.b

AREA MAP

SECRET VALLEY ACQUISITION



SUBJECT PROPERTY -
41.87 ACRES TO
BE ACQUIRED
FROM MOUNTAINS
RESTORATION TRUST

RESOLUTION AND NOTICE OF INTENTION
TO PURCHASE REAL PROPERTY

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California to purchase a 41.87 acre unimproved parcel of land located in the unincorporated Secret Valley area of the Santa Monica Mountains in the County of Los Angeles, State of California as legally described on the attached Exhibit "A" for the sum of TWO HUNDRED FORTY FOUR THOUSAND SEVEN HUNDRED FIFTY NINE DOLLARS (\$244,759) from the fee simple owner, the Mountains Restoration Trust, a California nonprofit public benefit corporation, excepting and reserving therefrom a Conservation Easement (Exhibit "B").

NOTICE IS HEREBY GIVEN that the purchase of real property will be consummated by the Board of Supervisors of the County of Los Angeles, State of California, on the ____ day of _____, 2003, at 9:30 a.m. in the Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012. No obligation will arise against the County and in favor of the Seller with respect to the purchase of the property described herein until the Board of Supervisors approves the purchase on the named consummation date.

The foregoing Resolution was adopted on the ____ day of _____, 2003, by the Board of Supervisors of the County of Los Angeles, State of California.

VIOLET VARONA-LUKENS, Executive Officer
Clerk of the Board of Supervisors

By _____

APPROVED AS TO FORM

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

RESERVATION OF CONSERVATION EASEMENT

RECITALS

A. MOUNTAINS RESTORATION TRUST, a California, public benefit nonprofit corporation (variously AGrantor@ or AMRT@) is the owner of certain real property (the "Property") located in the County of Los Angeles, State of California, and more particularly described and depicted on Exhibit "A" to the Grant Deed to which this Reservation of Conservation Easement is attached, and incorporated herein by this reference.

B. (AGrantee B. Concurrently herewith, Grantor is conveying title to the Property to the COUNTY OF LOS ANGELES @).

C. Grantor desires to reserve from its grant of said Property to Grantee a Conservation Easement in perpetuity over the Property for the purposes and under the terms and conditions set forth hereinbelow.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions herein, and pursuant to California law, including Civil Code Section 815, *et seq.*, Grantor hereby reserves a conservation easement in perpetuity over the Property, and Grantee agrees, as follows:

1. Purpose. The purpose of this Conservation Easement is to ensure the Property will be retained in perpetuity in a natural condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities, including without limitation, those involving the preservation and enhancement of native species and their habitat in a manner consistent with the habitat conservation purposes of this Conservation Easement.

2. Grantor's Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby reserves the following rights by this Grant of Conservation Easement:

(a) To preserve and protect the conservation values of the Property;

(b) To enter upon the Property at reasonable times in order to monitor Grantee's compliance with and to otherwise enforce the terms of this Conservation Easement and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantor shall not unreasonably interfere with Grantee's use and quiet enjoyment of the Property;

(c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the purposes of this Conservation Easement;

(d) All mineral, air and water rights necessary to protect and to sustain the biological resources of the Property;

(e) To allow scenic enjoyment of the Property by Grantee, including but not limited to the development of hiking trails and ancillary thereto, including but not limited to installation or construction of trails, trail heads, restroom facilities and parking; and

(f) All present and future development rights.

3. Prohibited Uses. With the exception of those improvements specified in Paragraphs 2(e), 7 and 8 hereof, any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses by Grantee, Grantee's agents, and third parties, are expressly prohibited:

(a) Unseasonal watering, use of dangerous herbicides, such as Triox, Malathion and Agent Orange, rodenticides, or weed abatement activities, incompatible fire protection activities and any and all other uses which may adversely affect the purposes of this Conservation Easement;

(b) Use of off road vehicles;

(c) Grazing or surface entry for exploration or extraction of minerals;

(d) Except as specifically permitted herein, the erecting of any building, billboard, radio or telephone towers or sign, with the exception of signs regarding trail use, safety issues and hours of operation;

(e) Depositing of soil, trash, ashes, garbage, waste, bio-solids or any other material;

(f) Excavating, dredging or removing of loam, gravel, soil, rock, sand or other material;

(g) Otherwise altering the general topography of the Property, including building of roads;

(h) Removing, destroying, or cutting of trees, shrubs, native plants, or other vegetation, except as required by law for (1) fire breaks, (2) prevention of landslides, (3) maintenance of existing foot trails or roads, or (4) prevention of treatment of disease.

(i) Use of the easement described as Parcel 1-1IE of the Property on Exhibit A hereto (A Parcel 1-1IE@herein), or any part thereof or any interest therein, whether by means of an easement, license or otherwise, for pedestrian, equestrian or vehicular access, whether public or private, to or from the Property or a part thereof. Nothing herein shall preclude the right of Grantee or any agency of Grantee to utilize said Parcel 1-1IE for access by emergency service vehicles and/or personnel in emergency situations occurring on or immediately adjacent to the Property or for access for maintenance of the Property for public health and safety purposes (e.g., fire prevention agency required brush clearance). Any purported dedication, assignment or transfer of said Parcel 1-1IE, or any part thereof or any interest therein, whether by assignment or the grant of an easement, license or otherwise, or the creation of any other right whatsoever to utilize said Parcel 1-1IE, or part thereof or any interest therein, for access purposes (other than as expressly permitted hereunder) without the prior written and recorded consent of Grantor shall be null, void and of no force or effect.

4. Grantee's Duties. Grantee shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the conservation values of the Property. In addition, Grantee shall undertake all necessary actions to perfect Grantor's rights under Section 2 of this Conservation Easement, including but not limited, Grantor's water rights.

5. Grantee's Rights. Grantee and to its successors, and assigns, shall have all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are consistent with the purposes of this Conservation Easement, including but not limited to those set forth in paragraph 2(e) hereof.

6. Grantor's Remedies. If Grantor determines that Grantee is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantor shall give written notice to Grantee of such violation and demand in writing the cure of such violation. If Grantee fails to cure the violation within fifteen (15) days after receipt of said written notice and demand from Grantor, or said cure reasonably requires more than fifteen (15) days to complete and Grantee fails to begin to cure within the fifteen (15) day period or fails to continue diligently to complete the cure, Grantor may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by Grantee with the terms of this Conservation Easement, to recover any damages to which Grantor may be entitled for violation by Grantee of the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantee's liability therefore, Grantor may apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Grantor, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantor may pursue its remedies under this paragraph without prior notice to Grantee or without waiting for the period provided for cure to expire. Grantor's rights under this paragraph apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantee agrees that Grantor's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantor shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantor may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of providing either actual damages or the inadequacy of otherwise available legal remedies. Grantor's remedies described in this section shall cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited, the remedies set forth in Civil Code Section 815, *et seq.*, inclusive.

If at any time in the future Grantee or any subsequent transferee uses or threatens to use such lands for purposes inconsistent with this Conservation Easement, notwithstanding Civil Code Section 815.7, the California Attorney General or any entity or individual with a justiciable interest in this preservation of this Conservation Easement has standing as interested parties in any proceeding affecting this Conservation Easement.

6.1 Costs of Enforcement. Any costs incurred by Grantor in enforcing the terms of this Conservation Easement against Grantee, including, but not limited to, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantee's violation or negligence under the terms of this Conservation Easement shall be borne by Grantee.

6.2 Grantor's Discretion. Enforcement of the terms of this Conservation Easement by Grantor shall be at the discretion of Grantor, and any forbearance by Grantor to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall be deemed or construed to be a waiver by Grantor of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantor's rights under this Conservation Easement. No delay or omission by Grantor in the exercise of any right or remedy upon any breach by Grantee shall impair such right or remedy or be construed as a waiver.

6.3 Acts Beyond Grantee's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantor to bring any action against Grantee for any injury to or change in the Property resulting from causes beyond Grantee's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantee under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. Fence Installation and Maintenance. Grantee may, at its option install and maintain a fence around the Conservation Easement area to protect the conservation values of the Property.

8. Notice of Intention to Undertake Certain Permitted Actions. Grantee shall notify Grantor and obtain approval from Grantor before beginning construction of improvements to the Property that are specifically permitted pursuant to the terms hereof, such as hiking trails, trail heads, parking, rest rooms, trash receptacles or restoration activities. Such approval shall not be unreasonably withheld or delayed.

9. Access. This Conservation Easement does not convey a general right of access to the public.

10. Costs and Liabilities. Other than as specifically provided herein, Grantee shall have all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

10.1 Taxes. Grantee shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), if any, including any taxes imposed upon, or incurred as result of, this Conservation Easement, and shall furnish Grantor with satisfactory evidence of payment upon request.

10.2 Hold Harmless. Grantee shall hold harmless, indemnify, and defend Grantor and its, directors, officers, employees, agents, attorneys, contractors, and representatives (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damages to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties; (2) the obligation specified in Sections 4, 9 and 9.1; and (3) the existence or administration of this Conservation Easement.

10.3 Condemnation. The purposes of this Conservation Easement are presumed to be the best and most necessary public use of the Property as defined at Civil Procedure Code Section 1240.680 notwithstanding Civil Procedure Code Sections 1240.690 and 1240.700.

11. Assignment. This Conservation Easement is transferable, but Grantor may assign its rights and obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3. Grantor shall require the assignee to record the assignment in the county where the property is located.

12. Subsequent Transfers. Grantee agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantee divests itself of any interest in all or a portion of the Property, including, without limitations, a leasehold interest. Grantee further agrees to give written notice to Grantee of the intent to transfer of any interest at least fifteen (15) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

13. Notices. Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other shall be in writing and be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantee: Los Angeles County
 Department of Parks and Recreation
 Attention: Director
 433 South Vermont Avenue
 Los Angeles, CA 90020-1979

To Grantor: Mountains Restoration Trust
 3815 Old Topanga Canyon Road
 Calabasas, CA 91302

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or, in the case of delivery by first class mail five (5) days after deposit into the United States mail.

14. Amendment. This Conservation Easement may be amended by Grantor and Grantee by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and, except as provided in Section 14, shall not affect its perpetual durations. Any such amendment shall be recorded in the official records of Los Angeles County, State of California.

15. Covenants Running with the Land. The covenants herein contained shall be covenants running with the land binding upon the Property and the owner and its successors and assigns for the benefit of Grantor, its successors and assigns.

16. General Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the deed to effect the purpose of this Conservation Easement and the policy and purpose Civil Code Section 815. *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement Deed, such action shall not affect the application of the provision to other persons or circumstances.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alterations or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 14.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantee's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement Deed shall be binding upon, and insure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

Recording Requested by
And When Recorded Mail to:

County of Los Angeles
Department of Parks and Recreation
Attention: Director
433 South Vermont Avenue
Los Angeles, CA 90020-1979

This Document is Exempt from Recording Fees
Pursuant to Government Code Sections 6103 and 27383

MANAGEMENT AGREEMENT AND COVENANT RUNNING WITH THE LAND

This Management Agreement and Covenant is made and entered into this 30th day of June _____, 2003, by and between the County of Los Angeles (County) and the Mountains Restoration Trust (MRT), a California public benefit, non-profit corporation.

PREMISES

- A. County is the owner of certain real property in the County of Los Angeles, State of California, more fully described on Exhibit "A" hereto, (the "Property"), having acquired the Property by means of a grant from the Land and Water Conservation Fund. The Property consists of 41.87 acres of undeveloped land in its natural state known as Secret Valley and a segment of the County-adopted Calabasas/Cold Creek Trail (also known as Calabasas Motorway). The County is charged with the duty of managing the Property and maintaining it in that natural state and preserving the trail for public use.
- B. The Property shares a common boundary with 80 acres of County-owned open space known as the Chateau Calabasas property, which contains over .25 miles of Topanga Henry Ridge Trail which segues into the Calabasas/Cold Creek Trail.
- C. County does not have the personnel or funds necessary to provide management for the Property.
- D. MRT has the ability, and is willing, to provide management for the Property, and County desires assurances that the Property will be managed and operated in a manner which will not result in injury to its resource value as a natural open space and that the trail will remain available for public use and enjoyment.

NOW THEREFORE, it is agreed to as follows:

1. **APPOINTMENT OF MANAGER.** County hereby appoints MRT as exclusive manager of the Property and grants to MRT sole and exclusive rights to manage and control the Property during the term hereof.
2. **ACCEPTANCE OF APPOINTMENT.** In consideration of the sum of \$1.00 and other good and valuable consideration, receipt of which is acknowledged hereby, MRT accepts such appointment to manage the Property.
3. **DUTIES OF MANAGER.** MRT agrees to manage, control and maintain the Property in accordance herewith, complying at all times with the provisions of Paragraph 10 hereof. It is understood that MRT will manage the Property for the benefit of the residents of Los Angeles County, with equal access provided to residents of incorporated and unincorporated areas. MRT shall comply with all applicable requirements of local fire protection agencies and shall use its best efforts to keep the Property free of trash and debris. MRT shall have the right to close the Property to the general public only in cases where public health and safety is of concern, including rules for fire closure and other emergencies, which are consistent with the policies of local fire protection agencies in the County.
4. **INDEMNIFICATION.** MRT shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses, (including attorney and expert witness fees), arising from or connected with MRT's acts and/or omissions from and/or relating to this Agreement.
5. **GENERAL INSURANCE REQUIREMENTS.** Without limiting MRT's indemnification of County and during the term of this Agreement, MRT shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at MRT's own expense:
 - A. Evidence of Insurance.** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Director of the Department of Parks and Recreation at 433 South Vermont Avenue, Los Angeles CA 90020-1979 prior to commencing services under this Agreement. Such certificates or other evidence shall:
 - (1) Specifically identify this Agreement.
 - (2) Clearly evidence all coverages required in this Agreement

- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

B. Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County. Such approval shall not be unreasonably withheld or delayed.

C. Failure to Maintain Coverage. Failure by MRT to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement.

D. Notification of Incidents, Claims or Suits. MRT shall report to County:

- (1) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against MRT and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (2) any third party claim or lawsuit filed against MRT arising from or related to services performed by MRT under this Agreement.

E. Compensation for County Costs. In the event that MRT fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the County, MRT shall pay full compensation for all costs incurred by County.

5A. INSURANCE COVERAGE REQUIREMENTS.

A. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

B. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

C. Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state and for which MRT is responsible.

In all cases, the above insurance shall also include Employers’ Liability coverage with limits of not less than the following:

Each Accident	\$1 million
Disease-policy limit	\$1 million
Disease-each employee	\$1 million

D. Professional Liability insurance covering liability from any error, omission, negligent or wrongful act of MRT, its officers, or employees with limits of not less than \$1,000,000 per occurrence and in the aggregate.

6. **TAXES AND ASSESSMENTS.** County shall be responsible for payment of any and all real property taxes and assessments levied against the Property, and MRT shall have no responsibility thereof.

7. **TERM OF AGREEMENT.** The term of MRT’s appointment hereunder shall commence on the date on which County takes title to the Property and, unless earlier terminated, as herein provided, shall continue for fifty-five (55) years. Thereafter, this Management Agreement shall be automatically renewed for successive periods of ten years each unless either party give notice in writing of its intention not to renew at least one-year to the next regular expiration date.

8. **EARLY TERMINATION OF MANAGEMENT AGREEMENT.**

A. Either party shall have the right to terminate this Management Agreement for cause if, after ninety (90) days’ notice of the grounds thereof, the other party has failed to cure such grounds or, in the event the nature of the grounds for termination are such that more than ninety (90) days is required to effect a cure, if within such ninety (90) days the other party has failed to commence such cure and fails to diligently pursue it thereafter.

B. Either party shall have the right to terminate this Management Agreement without cause on one year’s advance, written notice to the other party.

9. **ASSIGNMENTS.** Subject to the prior written consent of the County which consent shall not be unreasonably withheld or delayed, MRT shall have the right to assign its obligations under this agreement to either a governmental agency or to a non-profit corporation having the power and authority to carry out the purposes hereof. Except as provided herein above to the contrary, neither this Management Agreement nor the rights hereunder may be assigned, nor may the duties hereunder be delegated, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
10. **COVENANT.** In consideration of the appointment referred to in Paragraph 2 herein above, receipt of which is acknowledged hereby, and the MRT's agreement to undertake the obligations herein above set forth, MRT agrees, on behalf of itself, its successors and assigns, that:
- A. MRT will maintain the Property during the term of this Agreement in its natural state as open space and will not change or modify the Property or its uses or construct thereon any improvements, including, without limitation overlook areas, without the prior written consent of County. Anything herein to the contrary notwithstanding, the following may be accomplished without such prior consent:
- (1) Such weed abatement or other fire prevention activities as shall be required by the local fire department.
- (2) Installation and maintenance of hiking and/or equestrian trails.
- B. In the event that MRT is dissolved or shall otherwise cease to exist, this Agreement will terminate.
- C. The foregoing shall be a covenant running with the land, binding upon MRT, its successors and assigns. If any action be filed to enforce said covenant, the prevailing party shall bear its own costs of suit, including attorney's fees. No termination of MRT's appointment as manager of the Property shall, in any manner, affect this covenant.
11. **USE OF COUNTY LOBBYISTS.** MRT and each County Lobbyist or County Lobbyist firm as defined in Los Angeles County Code Section 2.160.010, retained by MRT, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of MRT or any County Lobbyist or County Lobbying firm retained by MRT to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

County may, by written notice to MRT, immediately terminate the right of MRT to proceed under this Agreement if it is found that consideration, in any form, was offered or given by MRT, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the MRT's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against MRT as it could pursue in the event of default by the MRT.

MRT shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861 or to such other number as may be provided to MRT in writing by the County.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

12. **EMPLOYMENT OFFERS TO GAIN PARTICIPANTS.** In the event that MRT requires additional and/or replacement personnel after the effective date of this Agreement, MRT shall give consideration for any such employment opportunities to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet MRT's minimum qualifications for the open position(s). The County will refer GAIN participants by job category to MRT.
13. **COUNTY'S QUALITY ASSURANCE PLAN.** The County or its agent will evaluate MRT's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing MRT's compliance with all contract terms and performance standards. MRT deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and MRT. If improvement does not occur consistent with the corrective action measure, the County may terminate this Agreement and impose other penalties as specified in this Agreement.
14. **WARRANTY OF ADHERENCE TO COUNTY CHILD SUPPORT PROGRAM.** MRT acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through this Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting MRT's duty under this Agreement to comply with all applicable provisions of law, MRT warrants that it is now compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246 (b).

Failure of MRT to maintain compliance with the requirements set forth in Section 21 "Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by MRT under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Agreement.

15. CONTRACTOR RESPONSIBILITY AND DEBARMENT.

A. A responsible contractor is a contractor who has demonstrated he attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. MRT is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of MRT on this or other contracts which indicates that MRT is not responsible, the County may, in addition to other remedies provided in this agreement, debar MRT from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts MRT may have with the County.

C. The County may debar a contractor if the Board finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that MRT may be subject to debarment, the County, through the Department of Parks and Recreation, will notify MRT in writing of the evidence which is the basis for the proposed debarment and will advise MRT of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors of MRT.

H. Throughout the duration of this agreement, MRT is obligated to inform the County whether MRT (including any of its officers and/or other person(s) on entities which have a controlling interest in MRT has been debarred and/or has been listed on any debarment of bidder list maintained by the United States Government, the State, and other local governments. Failure to inform the County may cause the termination of this agreement in its entirety.

16. **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.** MRT shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth and is available on the Internet at www.babysafela.org for printing purposes.

17. **CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFE; SURRENDERED BABY LAW.** MRT acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. MRT understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at MRT's place of business. MRT will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply contractors with the poster to be used.
18. **AMENDMENTS.** This Agreement may be modified, amended or changed only by an instrument in writing signed by the parties hereto or their successors in interest, provided further, that any modification of Paragraph 8 hereof shall become effective only when recorded in the land records of the County in which the Property is located.
19. **RECORDATION.** Upon execution and approval of Agreement, MRT shall return the original and two (2) copies to the County for recordation purposes.
20. **NOTICES** Any notice to be given hereunder shall be in writing and shall be deposited in the U.S. mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

To: Mountains Restoration Trust (MRT)
Attention: President
3815 Old Topanga Canyon Road
Calabasas, CA 91302

To: County of Los Angeles
Department of Parks and Recreation
Attention: Director
433 South Vermont Avenue
Los Angeles, CA 90020-1979

Either party may change its address for service of notice by giving written notice thereof to the other party in accordance herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized officials on the dates indicated below.

MOUNTAINS RESTORATION TRUST

By:
Stephen A. Harris, President

COUNTY OF LOS ANGELES

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer - Clerk of
The Board of Supervisors

By:
Chair, Board of Supervisors

By:
Deputy

APPROVED AS TO FORM

LLOYD W. PELLMAN
County Counsel

By:
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 200_, before
me, _____, personally appeared

personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their
signature(s) on the instrument, the person(s), or the entity
upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Signature _____ [Seal]

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 200_, before
me, _____, personally appeared

personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their
signature(s) on the instrument, the person(s), or the entity
upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Signature _____ [Seal]

M03DEP01

File with: **SECRET VALLEY PROPERTY(1)**

A.P.N. 4455-005-022, 4455-51,
4455-53, 4455-54

T.G. 589-D1, E1, E2

I.M. 159-077, 144-077

Fifth District

LEGAL DESCRIPTION

PARCEL NO. 1-1PP (Fee):

Lot 20 of Tract No. 35647, as shown on map filed in the Book 1136, pages 1 to 5, inclusive, of Maps, in the office of the Recorder of the County of Los Angeles.

Excepting unto the grantor herein all oil, gas, minerals and other hydrocarbon substances in and under said land lying below a depth of 500 feet measured vertically from the present natural surface of said land without, however, the right to enter upon the surface of said land for the purpose of drilling or exploration for the same.

PARCEL NO. 1-1IE (Easement for ingress and egress, parking and utility purposes):

A non-exclusive easement (1) for ingress, egress and vehicular parking purposes and (2) for sewer, CATV and utility purposes including, without limitation, the installation, maintenance, repair and replacement thereof over those portions of Lots 1 to 19, inclusive, and Lot 21 of said Tract No. 35647 and those portions of Tract No. 43566, filed in Book 1070, pages 58 to 62, inclusive, of above mentioned Maps, and those portions of Tract No. 43567, filed in Book 1093, pages 85 to 88, inclusive, of said Maps, and those portions of Tract No. 43568, filed in Book 1134, pages 96 to 99, inclusive, of said Maps, shown and depicted on final maps thereof as "PRIVATE AND FUTURE STREET".

APPROVED AS TO DESCRIPTION

June 27, 2002

COUNTY OF LOS ANGELES

By

[Signature]

SUPERVISING CADASTRAL ENGINEER II

Mapping and Property Management Division

hc:\D:\myfiles\secretvalley.wpd

EXHIBIT A

CALIFORNIA

ALL-PURPOSE

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

On

June 30, 2003

DATE

before me,

Debra Anne Ohare, Notary Public

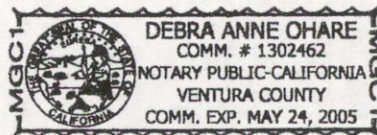
NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared,

Stephen A. Harris

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Debra Anne Ohare
NOTARY PUBLIC SIGNATURE

(SEAL)

OPTIONAL INFORMATION

TITLE OR TYPE OF DOCUMENT _____

DATE OF DOCUMENT _____

NUMBER OF PAGES _____

SIGNER(S) OTHER THAN NAMED ABOVE _____